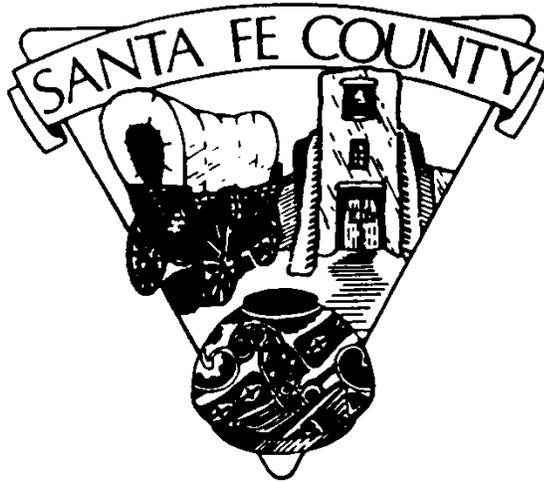


**SANTA FE COUNTY
COUNTY CLERK'S OFFICE**

INVITATION FOR BID



**STENOGRAPHY AND TRANSCRIPTION
SERVICES
FOR SANTA FE COUNTY**

IFB #2018-0241-CLK/KE

JANUARY 2018

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ADVERTISEMENT

**INVITATION FOR BIDS
STENOGRAPHY AND TRANSCRIPTION SERVICES
FOR SANTA FE COUNTY
IFB #2018-0241-CLK/KE
STATE OF NM COMMODITY CODE
96172**

Santa Fe County is requesting bids for the purpose of procuring Stenography and Transcription Services for departments and boards within the County. The County may, at its own discretion, award multiple awards for a four (4) year Price Agreement. Bids may be held for ninety (90) days subject to all action by the County. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids shall be received by the deadline of 2:00 PM (MST) on February 22, 2018 at the Santa Fe County Purchasing Division (Second Floor), 142 W. Palace Avenue, Santa Fe, New Mexico 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

If you have any questions please submit them to the Procurement Specialist, Karen K. Emery by e-mail at kkemery@santafecountynm.gov. Questions may be submitted through February 9, 2018.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Invitation for Bid packages will be available by contacting Karen K. Emery, Santa Fe County, Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, or by telephone at (505) 992-6759, or by email at kkemery@santafecountynm.gov or on our website at http://www.santafecountynm.gov/services/current_solicitations

ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Clerk's Office
Publish January 28 & 29, 2018

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received no later than **2:00 PM (MST)** on **Thursday, February 22, 2018**, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.

Hand Delivery or by Courier:

Karen K. Emery
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Telephone Number (505) 992-6759

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2018-0241-CLK/KE for Stenography and Transcriptions Services**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the “Advertisement” on Page 2 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

Interested bidders should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix A”) to have their organization placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on February 9, 2018.

The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

8. Campaign Contribution Disclosure Form

Bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, “Appendix B”.

9. Double-sided documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and Vendors doing business with the County.

10. Living Wage

Vendor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

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SEQUENCE OF EVENTS

IFB# 2018-0241-CLK/KE
**STENOGRAPHY AND TRANSCRIPTION SERVICES
 FOR SANTA FE COUNTY**

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Purchasing Division	Jan. 28/29, 2018
2. Acknowledgement Form Due	Offerors	February 9, 2018
3. Deadline to Submit Additional Questions	Offerors	February 9, 2018
4. Response to Written Questions	Purchasing Division	February 15, 2018
5. Submission of Proposal 2:00PM MST	Offerors	February 22, 2018
6. Finalize Contract	County, Offeror	March 2018
7. Contract Award	Purchasing Division	March 2018

GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.
2. **Method of Award:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful bidder(s) shall be notified in writing within ten (10) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and services.
4. **Applicable Taxes:** Prices offered are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
5. **Estimated Quantities:** Any quantities stated in this solicitation are estimated quantities and actual quantities for the term of the Service Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated quantities. The County may order some or all of the services listed. Actual purchase by the County using a Service Agreement, as a result of this solicitation, are contingent upon available appropriated funding.
6. **Invoice Requirements:** Vendor invoices shall be submitted in triplicate duly certified and contain the following information:
 - Purchase order number and IFB number or Service Agreement number
 - Invoice Number
 - Complete descriptions of items and/or services rendered with the tax separate.
 - Separate invoices shall be issued for each completed meeting and required deliverables.
7. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
8. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

9. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, and availability.
10. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Karen K. Emery, Procurement Specialist Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the receipt of bids.
11. **Communication:** Any contact with any other County staff member other than the Procurement Specialist named in this solicitation may be grounds for rejection of a proposal.
12. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
13. **Evaluation and Determination of Service(s):** The evaluation of bids and the determination as to quality of the service proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
14. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
15. **Preferences in Procurement**

A. *New Mexico In-state Preference.*

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident Vendor preference pursuant to Section 13-40-2 NMSA 1978, a business or Vendor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident business or resident Vendor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/Vendor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to

the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident Vendor takes into consideration such activities as the business or Vendor's payment of property taxes or rent in the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror or Bidder to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, the bid will be lower than the bid actually submitted.

The resident business preference is not cumulative with the resident veteran business preference.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the Bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. All Bidders are required to include references from two (2) or more places of business that the services were provided to.
3. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either in whole or in part, and that no payment made for the delivery of service in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the awarded Vendor from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop that the Vendor(s) furnished inferior items or had departed from the specifications and/or the terms of the Agreement. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications and cost and expense of the Offeror.
4. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and sample price agreement, the Supplemental Terms and Conditions shall prevail.
5. **Sufficient Appropriation:** The Agreement awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Vendor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Vendor as final.

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GENERAL SPECIFICATIONS

A. OBJECTIVE DESCRIPTION

The board meetings of Santa Fe County government must be transcribed and therefore the County requires professional Stenography and Transcription Services. For informational purposes to Bidder, various meetings requiring these services include, but are not limited to, the Lodgers Tax Advisory Board, Board of County Commission, and the Fire Chiefs Board.

B. SCOPE OF WORK

The selected Vendor(s) shall be required to provide the minimum as follows:

1. Accurate, real-time and word-for-word transcription of the proceedings, preparation of minutes of each meeting, and transcription.
2. The necessary industry standard stenographic equipment, cables, software, computer, and personnel trained in stenography with additional specialized training to provide the instant verbatim of the spoken word into English text.
3. Transcript which must accurately reflect the full and complete transcribed verbatim record encompassing a record, verbatim, of everything spoken or presented during the meeting(s).
4. Identification of speakers.
5. Set-up time and stand-by time to be included at no additional cost or included within the proposed hourly rate.
6. Provide a substitute or replacement to ensure that the meetings are properly recorded and the minutes prepared in the event that the Vendor(s) is unable to attend the meeting.
7. Administration of oath.

The Bidder(s) shall maintain the steno-based services for the real-time verbatim translation level of accuracy at no less than 98.6 percent accuracy at the average rate between 225 to 250 words per minute. The transcribed record shall provide a 100% record of everything spoken during a session.

Required Deliverables

The Vendor(s) will be required to provide at a minimum:

One hard copy plus one electronic copy (Microsoft Word format) of each transcript or minutes. The Vendor(s) shall be required to provide the deliverables to the County or County Department no later than seven (7) days from the date of the meeting.

All minutes will be subject to review by the respective departments or board.

Meetings

The meetings for the County Commission, Boards, and departments may be two (2) to three (3) hours in duration and transcription time averages from six (6) to seven (7) hours each.

Meeting Locations

Meetings may take place within Santa Fe County at a designated office/building. Mileage to and from the meeting location will be the responsibility of the Vendor as well as the time spent traveling to and from the meeting.

Advance Notice

The Vendor will provide at least twenty-four (24) hour advance notice to the County if the Vendor is unable to attend and transcribe a scheduled meeting.

The County will provide twenty-four (24) hour advance notice in the event a meeting is cancelled. The County will provide as much notice as is feasible of special or emergency meetings.

Direct Purchases

All purchases generated under the *Service Agreement* shall be made directly by the using County Department to the selected Vendor(s). The County does not guarantee any specific minimum or maximum number of meetings requiring stenography and transcription services during the time of this Price Agreement.

A Service Agreement will be awarded to the lowest responsible Bidder(s) whose bid meets the minimum requirements.

Bidder Qualifications/Minimum Requirements

Bidders must bid the hourly rate that will be charged for stenography and transcription services described in this IFB. The hourly rate should include all costs incurred by the bidder in providing the desired services, including travel time, materials, and any other miscellaneous expenses. The hourly rate will be the fixed price used for the services performed by the Bidder(s) under this Service Agreement.

Bidders must identify the preferred advance of notice for scheduling services for meetings (24 hours, 48 hours, 1 week, etc.).

Bidders must have experience in providing real-time captioning and transcription services for a minimum of two previous clients.

Bidders must include the names, organizations, and telephone information of a minimum of two clients that can verify the Bidder's experience as stated above.

BID FORM

Project: Stenography and Transcription Services

IFB No. #2018-0241-CLK/KE

Bidder:

This Bid is submitted to:

_____ **Santa Fe County Purchasing Division**
 _____ **142 W. Palace Ave. (2nd Floor)**
 _____ **Santa Fe, New Mexico 87501**
 _____ **Attn: Karen K. Emery**

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the General Specifications for the Invitation for Bids reference #2018-0241-CLK/KE we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

STENOGRAPHY AND TRANSCRIPTION SERVICES

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM Business License #

Certificate Number #:

Dept. of Labor Registration #: _____

Or a copy of valid Certificate of Resident Business

_____ (Indicate whether a Resident Business)

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required, if applicable

Telephone: (____) _____ Fax: (____) _____

Received addenda #'s _____ & _____ when issued.

BID SHEET

STENOGRAPHY AND TRANSCRIPTION SERVICES

All blanks have been filled in, Bid Sheet is attached to the completed Invitation to Bid (IFB) #2018-00241-CLK/KE and is returned herewith.

NAME OF COMPANY: _____

Please provide the hourly rate your firm will charge the County and it's Departments for Stenography and Transcription services. For information purposes, the possible meetings convened by the County are as followings, and are not limited to:

- The Lodgers Tax Advisory Board for the Finance Department meets the fourth (4th) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Fire Chiefs Association for the County Fire Department meets the fourth (4th) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.
- The Santa Fe County Commission meetings held twice a month the second (2nd) and fourth (4th) Tuesday of every month. The duration of time for these meetings may vary from 2 to 10 hours.
- Health Policy & Planning Commission meetings held once a month, first (1st) Friday of the month. The duration of time for these meetings may last up to three and a half (3 ½) hours.
- DWI Planning Council meetings are held once a month, second (2nd) Thursday of the month. The duration of the meetings is for two (2) hours.
- Housing Authority Board of Commissioners meetings held once a month on Tuesdays. The duration of the meetings are half (1/2) hour.
- Planning Commission meetings held once a month on Thursdays. The duration of the meeting varies and may last up to six (6) hours.
- SLDC Hearing Officer meetings held once a month on Thursdays. The duration of the meetings may last up to two (2) hours.
- Ethics Ordinance Committee meetings held every other month. The duration of the meetings may last up to three (3) hours.

Bidder's hourly rate shall include all labor costs, tools, equipment, materials, overhead, profit, insurance and any fees necessary to perform the work called for in the scope of work. The

County reserves the right to acquire stenography and transcriptions services from the awarded Bidder(s) for other County meetings not stated above.

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following hourly rate for stenography and transcription services for Santa Fe County:

Hourly Rate: _____

Written in Words: _____

Bidder's Preferred Advanced Notice for Scheduling of Services: _____

Bidders must have experience in providing real-time captioning and transcription services for a minimum of two previous clients.

Bidders must include the names, organizations, and telephone information of a minimum of two clients that can verify the Bidder's experience as stated above.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**STENOGRAPH AND TRANSCRIPTION SERVICES
IFB# 2018-0241-CLK/KE**

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than **February 9, 2018**, by close of business. Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of the County's written responses as well as IFB Addenda, if any are issued. (Please Print)

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The above name and address will be used for all correspondence related to the IFB. Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.

Karen K. Emery, Purchasing Specialist, Senior
Santa Fe County Purchasing Division
142. W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Telephone: (505) 992-6759
Fax: (505) 989-3243
Email: kkemery@santafecountynm.gov

APPENDIX B**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Vendor must disclose whether they, a family member or a representative of the prospective Vendor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Vendor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Vendor signs the contract, if the aggregate total of contributions given by the prospective Vendor, a family member or a representative of the prospective Vendor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Vendor, a family member of the prospective Vendor, or a representative of the prospective Vendor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Vendor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE VENDOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Vendor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective Vendor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective Vendor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Vendor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Vendor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

Resident Veterans Preference Certification

_____ (NAME OF VENDOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Vendor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I understand that knowingly giving false or misleading information on this report constitutes a crime”.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material facts regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the box above constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
SAMPLE
SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND _____
TO PROVIDE STENOGRAPHERY AND
TRANSCRIPTION SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____ 2018, by and between **SANTA FE COUNTY**, hereinafter referred to as the “County” and **[VENDOR’S NAME]**, whose principal address is **[VENDOR’S ADDRESS]** hereinafter referred to as the “Vendor”.

WHEREAS, pursuant to **[PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]**; and

WHEREAS, the **[BACKGROUND OR DESCRIPTION OF THE COUNTY’S NEEDS AND REQUIREMENTS]**; and

WHEREAS, the **[BACKGROUND/BRIEF DESCRIPTION OF THE VENDOR’S ABILITIES/QUALIFICATIONS]**; and

WHEREAS, **[GENERAL PURPOSE OF THIS AGREEMENT]**; and

WHEREAS, the County requires the services of the Vendor and the Vendor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Vendor shall provide, without limitation, the following services.

[DESCRIPTION OF THE SERVICES REQUIRED FROM THE VENDOR. SHOULD MIRROR THE DESCRIPTION OF THE SCOPE OF WORK IN THE SOLICITATION, THE VENDOR’S PROPOSAL OR OFFER AND ANY PARTICULAR SERVICES AGREED TO BY THE COUNTY AND VENDOR]

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor’s compensation, which are mutually agreed upon by and between the County and the Vendor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Vendor shall be compensated as follows:

- 1) County shall pay to the Vendor in full payment for services satisfactorily performed.
- 2) The total amount payable to the Vendor under this Agreement shall not exceed **[WRITTEN WORD]** dollars **(\$XX,XXX.XX) inclusive or exclusive** of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Vendor under this Agreement shall equal the amount stated herein. The parties do not intend for the Vendor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Vendor when the services provided under this Agreement reach the total compensation amount. In no event will the Vendor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Vendor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **[USER AGENCY NAME/INDIVIDUAL, ADDRESS AND PHONE NUMBER]**, or such other individual as may be designated in the absence of the County representative.
- 2) The Vendor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Vendor breaches this Agreement, the County may, without penalty, withhold any payments due the Vendor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate _____ later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in _____ increments not to exceed four years in total

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party’s receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Vendor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Vendor’s receipt of the notice. The County shall pay the Vendor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Vendor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Vendor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County’s decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Vendor in any way or forum, including a lawsuit.

7. INDEPENDENT VENDOR

The Vendor and its agents and employees are independent Vendors and are not employees or agents of the County. Accordingly, the Vendor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Vendor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Vendor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Vendor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Vendor or under its supervision.

B. The Vendor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Vendor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Vendor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Vendor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Vendor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Vendor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Vendor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Vendor specifically agrees not to discriminate against any person with regard to employment with the Vendor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Vendor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Vendor shall comply with all applicable laws, ordinances, and regulations.

B. Vendor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Vendor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Vendor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Vendor also agrees to require any subVendor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Vendor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Vendor's performance or non-performance of its obligations under this Agreement, including but not limited to the Vendor's breach of any representation or warranty made herein.

B. The Vendor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Vendor in

such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Vendor's obligations under this section shall not be limited by the provisions of any insurance policy the Vendor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Attn: Santa Fe County Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Vendor: **VENDOR'S NAME**
ADDRESS

24. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Vendor, the person executing this Agreement has authority to do so, and, once executed by the Vendor, this Agreement shall constitute a binding obligation of the Vendor.

B. This Agreement and Vendor's obligations hereunder do not conflict with Vendor's corporate agreement or any statement filed with the New Mexico Secretary of State on Vendor's behalf.

C. Vendor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Vendor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Vendor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Vendor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Vendor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Vendor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Vendor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Vendor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Vendor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Vendor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller
County Manager
Date

Approved as to form

R. Bruce Frederick
County Attorney
Date

Finance Department

Stephanie Schardin Clarke
Finance Director
Date

VENDOR:

(Signature) Date

(Print Name)

(Print Title)